

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF AVONDALE

THIS AGREEMENT is entered into 26 November, 2002, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF AVONDALE, acting by and through its MAYOR and CITY COUNCIL (the "City").

II. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 and the City Charter, Section 3, Article I, to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. Incident to City's project on 115th Avenue, the State desires the City to incorporate the State's proposed plans for traffic interchange (TI) improvements on Interstate 10 (I-10), located within the City, to the City's project. These improvements consist of widening the westbound I-10 off-ramp to provide three lanes and preserving the 115th Avenue pavement section through the interchange, along with widening and modifying the eastbound on-ramp to I-10, herein referred to as the "the Project". These Project improvements are described in Exhibit A, and the cost is estimated at \$630,500.00, detailed on Exhibit B, both are attached hereto and made a part hereof.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. 25651

Filed with the Secretary of State

Date Filed: 11/26/02

Betsy Bayless

Secretary of State

By: Dan R. Haeneveld

II. SCOPE OF WORK**1. The State will:**

a. Upon execution of this agreement, remit to the City \$450,000.00 (See Exhibit B) for the State's participation in the cost of the Project, which includes a fixed rate of 14% for construction engineering and administration.

b. Review and provide the City with comments to the Plans at 100% level within thirty (30) days of receipt of said Plans. If the State objects to the Plans within such 30-day period, the City and the State, at City's request, shall meet and confer to resolve any objections. Any review comments made to the revised Plans shall be made within 30 days of submittal and shall follow the procedure outlined above.

c. Within ten (10) days after submittal of the Final Plans, will approve the Project for Construction.

d. Be responsible for any design consultant or contractor claims for extra compensation attributable to the State.

e. Be responsible for maintenance of the westbound I-10 off-ramp.

2 The City will:

a. Upon execution of this agreement, invoice the State \$450,000.00, (See Exhibit B) for the State's participation in the cost of the Project, including a fixed rate of 14% for construction engineering and administration.

b. Prepare to State standards, construction plans, specifications material reports, drainage reports, environmental clearance, utility clearance, assist in the Right-of-Way clearance process, construction cost estimates and any other documents required for construction bidding and construction of the Project (collectively the "Plans")

c. Provide the State the design documents, to be reviewed and responded to, within thirty (30) days of receipt of said Plans. If the State objects to the Plans within such 30-day period, the City and the State, at City's request, shall meet and confer to resolve any objections, and following any such meeting, the City shall include the agreed changes in the following plan submittal.

d. All bid documents, all construction contracts (collectively, the "Construction Contract") and amendments, change orders and/or any other modifications thereto (all collectively, the "Construction Documents") will be approved jointly by the City and the State in their reasonable discretion prior to commencement of the bid or contract modification process.

e. Award one contract to accomplish the Project. Administer same and make all payments to the contractor. Be responsible for any design consultant or contractor claims for extra compensation attributable to the City.

f. Be responsible for the maintenance of 115th Avenue under the I-10 Papago Freeway.

g. Notify the State in writing of any proposed contract modifications, change orders, letter agreements or force account work necessary to accomplish the City's portions of the Project, all of which shall be subject to the State's approval.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of the Project and payments; provided, however, that this agreement, except any provisions herein for perpetual maintenance, may be canceled at any time prior to the advertisement of a construction contract, with thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be canceled in accordance with Arizona Revised Statutes Section 38-511

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy, which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17th Avenue, MD616E
Phoenix, AZ 85007
FAX: 602-712-7424

City of Avondale
City Engineer
1211 South Fourth Street
Avondale, AZ 85323

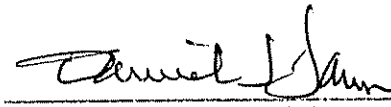
7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF AVONDALE

STATE OF ARIZONA
Department of Transportation

By 
RONALD J. DRAKE
Mayor

By 
WILLIAM J. HIGGINS, P.E.
Deputy State Engineer
DANIEL S. LANCE

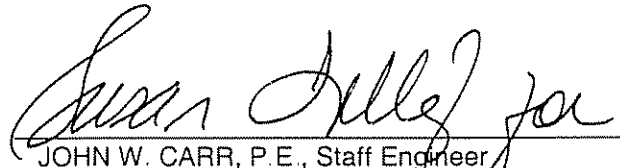
ATTEST

By 
LINDA FARRIS
City Clerk

RESOLUTION

BE IT RESOLVED on this 23rd day of October, 2002, that I, the undersigned VICTOR M. MENDEZ, as Director of the ARIZONA DEPARTMENT OF TRANSPORTATION, have determined that it is in the best interests of the STATE OF ARIZONA that the DEPARTMENT OF TRANSPORTATION, acting by and through the INTERMODAL TRANSPORTATION DIVISION, to enter into an agreement with the City of Avondale for the purpose of defining responsibilities for traffic interchange (TI) improvements on interstate 10 (I-10), to consist of widening the westbound I-10 off-ramp to provide three lanes and preserving the 115th Avenue pavement section through the interchange, along with widening and modifying the eastbound on-ramp to I-10 for the benefit and safety of the traveling public.

Therefore, authorization is hereby granted to draft said agreement, which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.


JOHN W. CARR, P.E., Staff Engineer
Development / Intermodal Transportation Division
for VICTOR M. MENDEZ, Director

RESOLUTION NO. 2332-02

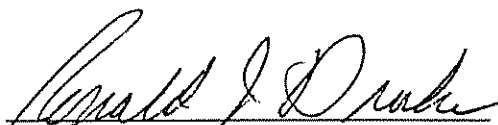
A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY FOR IMPROVEMENTS TO 115TH AVENUE FROM INTERSTATE 10 TO BUCKEYE ROAD.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

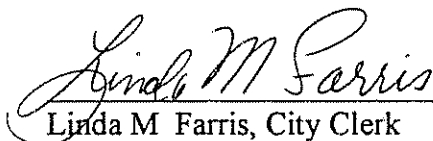
SECTION 1. That the Intergovernmental Agreement with Maricopa County for improvements to 115th Avenue and Interstate 10 to Buckeye Road (the "Agreement") is hereby approved in the form attached hereto as Exhibit "A" and incorporated herein by reference.

SECTION 2. That the Mayor, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to cause the execution of the Agreement.

PASSED AND ADOPTED by the Council of the City of Avondale, October 7, 2002.


Ronald J. Drake, Mayor

ATTEST:


Linda M. Farris, City Clerk

APPROVED AS TO FORM.

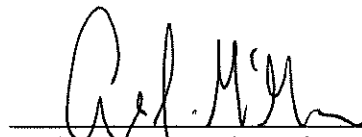

Andrew J. McGuire, City Attorney

EXHIBIT A

Scope of Work

115th Avenue/I-10 Traffic Interchange

The purpose of this project is to widen the westbound I-10 off-ramp to 115th Avenue to three lanes and preserve the 115th Avenue pavement surface in the interchange and widen the Eastbound I-10, 115th Avenue on-ramp. A separate JPA between the City and State to install a traffic signal at this interchange has already been executed. This JPA would include the installation of the signal as part of this construction project.

The following Scope of Work is proposed for the 115th Avenue Traffic Interchange Improvements:

Survey: The surveying task will consist of taking shots along the existing pavement edge of the ramps, and slopes as well as at all the drainage inlets, signs, light poles, and other prominent features. This information will be used to augment the as-built drawings in developing the base mapping.

Roadway Plans: The roadway plans will be developed to widen the westbound I-10 off-ramp from 28' to 40' to allow the addition of a third lane. The existing pedestrian ramps (8 total) will be removed and replaced with current standards. In addition, the Eastbound on-ramp will be widened from 28' to 40' to allow the addition of a third lane. This lane will then be tapered into the existing ramp at the end. The design will be developed to take advantage of a future auxiliary lane to be added on the Eastbound side of Interstate 10 from 115th Avenue to 107th Avenue. The pavement section for the ramp widening will be 10" PCCP on 4" AB, matching the existing ramps. The mill and replacement of AC pavement shall be 3".

Traffic: A new tubular sign structure will be required for the off-ramp. Existing ground-mounted signs will be relocated or removed. Pavement marking will only be required for the widened off-ramp as well as the newly surfaced 115th Avenue. Temporary concrete barrier will be utilized to separate the work area from vehicular traffic during the ramp widening construction.

Utilities: There does not appear to be any utilities in the project limits beyond those associated with ADOT's lighting that would be impacted by the construction activities. A utility clearance letter will be obtained from any identified utilities.

Right-of-Way: The proposed improvements will be constructed within the existing right-of-way and will not require any right-of-way plans.

Submittals: Half-size plans, copies of the specifications, and the Engineer's Estimate will be submitted at the 95% design stage to ADOT for review and comment.

Estimated Construction Costs: As part of the development of this scope, a preliminary construction estimate was developed.

DETAILED ESTIMATE

EXHIBIT "B"

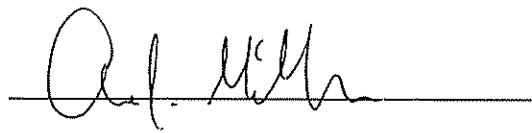
PROJECT 010 MA 131 H6293 01C
 FEDERAL REFERENCE NO. (NOT ASSIGNED)
 LOCATION: I-10 / 115TH AVENUE
 EHRENBERG - PHOENIX HIGHWAY

Item No.	Item Description	Unit	Quantity	Price	Amount
2010001	Clearing and Grubbing	L.SUM	1	\$10,000	\$10,000
2020001	Removal of Structures and Obstructions	L.SUM	1	\$7,500	\$7,500
2020021	Removal of Concrete Curb and Gutter	L. FT.	557	\$7	\$3,899
2020025	Removal of Concrete Sidewalk, Driveways, and Slabs	SQ. FT.	450	\$4	\$1,800
2020030	Removal of Asphaltic Concrete Pavement (3" Milling)	SQ. YD.	5540	\$4	\$22,160
2030902	Borrow (In-Place)	CU. YD.	1900	\$10	\$19,000
3030022	Aggregate Base, Class 2	CU. YD.	335	\$25	\$8,375
4010010	Portland Cement Concrete Pavement (10")	SQ. YD.	1715	\$45	\$77,175
4090003	Asphaltic Concrete (Miscellaneous Structural) (3")	TON	3715	\$40	\$148,600
6050101	Place Dowels	EACH	430	\$10	\$4,300
608XXXX	Sign Bridge (Westbound Off-Ramp)	EACH	1	\$20,000	\$20,000
608XXXX	Signing	L. SUM	1	\$5,000	\$5,000
704XXXX	Pavement Markings	L. SUM	1	\$18,000	\$18,000
731XXXX	Remove and Relocate Lights	L. SUM	1	\$20,000	\$20,000
8050003	Seeding (Class II)	ACRE	0.5	\$3,500	\$1,750
9020174	Remove and Reconstruct Chain Link Fence	L. FT.	50	\$15	\$750
9080051	Concrete Curb and Gutter (C-5.10) (Type A)	L. FT.	566	\$15	\$8,490
9080201	Concrete Sidewalk (C-05.20)	SQ. FT.	649	\$6	\$3,894
9080296	Concrete Sidewalk Ramp (Type 2)	EACH	4	\$700	\$2,800
9080297	Concrete Sidewalk Ramp (Type 6)	EACH	4	\$900	\$3,600
	Total				\$377,093
	Water Supply / Dust Palliative (2%)				\$7,542
	NPDES / QC / Survey (5%)				\$18,855
	Mobilization (10%)				\$37,709
	Maintenance / Protection of Traffic (10%)				\$37,709
	Construction Engineering and Contingencies (25%)				\$94,273
	Construction Cost				\$573,181
	Preliminary Engineering (10%)				\$57,318
	Grand Total				\$630,499.50

APPROVAL OF THE CITY OF AVONDALE ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF AVONDALE and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 10th day of OCTOBER, 2002.



Attorney



JANET NAPOLITANO
ATTORNEY GENERAL

STATE OF ARIZONA
OFFICE OF THE ATTORNEY GENERAL
TRANSPORTATION SECTION
1275 WEST WASHINGTON STREET, PHOENIX, AZ 85007-2926

TRN Main: (602) 542-1681
Direct: (602) 542-8851
Fax: (602) 542-3646

MAIN PHONE : (602) 542-1680
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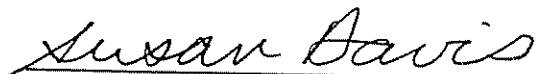
INTERGOVERNMENTAL AGREEMENT DETERMINATION

A.G. Contract No. KR02-1816 TRN (JPA 02-159), an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED November 18, 2002.

JANET NAPOLITANO
Attorney General


SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

/srs

Att.